

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: May 22, 1997

INVITATION FOR BIDS

No. IFB-97-243-H

SEALED BIDS

FOR

FURNISHING AND DELIVERING

SELF-SUPPORTING TOWER
AND BROADCAST BUILDING
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
HAWAII PUBLIC BROADCASTING AUTHORITY

will be received up to and opened at 2:00 p.m. (HST)

on

June 5, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Mrs. Corinne Higa, telephone (808) 586-0568, facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

06/03/96

SELF-SUPPORTING TOWER AND BROADCAST BUILDING
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
HAWAII PUBLIC BROADCASTING AUTHORITY
IFB-97-243-H

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following offer is hereby submitted for a Self-Supporting Tower and Broadcast Building for Hawaii Public Broadcasting Authority, as specified herein:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Brand Name & Number</u>	<u>Total Bid Price</u>
1.	40-foot self-supporting tower (Magnum Towers 30SSM or equal)	1	_____	\$_____
2.	8' x 8' broadcast building	1	_____	_____
TOTAL SUM BID:				\$_____

SERVICE AND PARTS FACILITY:

Company Name: _____

Facility Address: _____

Point of Contact: _____

Telephone No.: _____ Fax No.: _____

Offeror _____

SPECIFICATIONS

ITEM NO. 1: 40 FOOT SELF-SUPPORTING TOWER

(Magnum Towers 30SSM or equal)

Application:

The 30SSM three-sided self-supporting tower from Magnum Towers is ideal for most standard LPTV applications, especially those where a narrow base width is required. The 30SSM is well suited for combining microwave and/or LPTV applications on a single tower.

The self-supporting tower should be designed for EIA RS-222E, 125 mph basic windspeed. The tower must be able to support a minimum of two sets of receiving antennas (HDCA-10, 2-bay stacked Yagi antennas) and two sets of transmitting antennas (PRTV type antennas) and the associated transmission lines and mounting hardware. A lightning rod and grounding kit will be supplied. Furthermore, anchor bolts and template will be furnished to the installation contractor with a foundation design being provided based upon a soil report supplied by the contractor.

Angle bracing:

Three main leg members form an equilateral triangular cross-section of each custom designed triangular tower. Combined with an extensive internal bracing system, this design provides the 30SSM with exceptional torsional stability and rigidity. The added advantage of "open" shape members is the elimination of hidden corrosion. All tower components and hardware are hot-dip galvanized solid round steel after fabrication.

Tower height: 40 ft. (12.19 m)

ITEM NO. 2: 8'x 8' BROADCAST BUILDING

Building will be constructed to meet current U.B.C. and N.E.C. standards.

FEATURES

Structural: Floor loading=400 PSF; Roof loading=120 PFS; and wall loading=100 MPH winds.

Walls: The building walls will consist of 2x4 DF, #2 or better, wood framing on 16" centers. The framed walls will be covered with 1/2", ACX grade plywood, both inside and out. The interior walls will be covered with 1/8" gloss white enameled masonite paneling. The interior ceiling will be constructed with a white laminate over 1/2" ACX grade plywood. The exterior roof sheeting will consist of 3/4" exterior grade plywood. The over all roof structure will be based on engineered designs yielding 100 PSF roof loading. Wall sheeting applied with both ASTM rated adhesive, and specified fasteners, will yield stressed skin panels based on engineered designs that will withstand 120 mph winds.

Insulation: The walls and roof will be insulated with 2" I.C.B.O. approved class 1, fire retardant foam insulation. Wall and roof "R" value is R17, "U" factor = .060 BTU/Hr. Sq. Ft.

Floor: The floor will consist of two layers of 1-1/8" tongue and groove plywood flooring. The top layer will be laid cross grain to the bottom layer. The interior floor surface will be covered with 1/8" vinyl tiles with 4" vinyl cove base.

Fiberglass coating: The entire exterior of the building, (walls, roof and floor) will be covered with a seamless, 1/8" minimum thickness, coating of high tensile strength, class 1, flame spread 25, fire retardant, fiberglass. The building trim will have a color coat designed to resist attack by ultra-violet light. These walls effectively resist penetration of bullets fired from small caliber rifles, standard police issued handguns (.38 caliber) and shotgun blasts. The exterior color of the building is to be light green.

Building skid: The building will be bolted to a 4", 13#/ft., WF-beam structural steel undercarriage. Two runners, running the length of the building will extend past the exterior surface of the building by 6" and will have eyes to accommodate lifting apparatus. The two 4" WF-beam cross members at either end of the building will connect the two skid runners. Other cross members will be made of (4") 5.4#/ft., "C" channel and will be welded into the skid at no more than 2 foot intervals. The skid will be bolted through the floor and bottom plates of the walls and will be secured with 5/8" bolts, washers and lock washers and nuts. In this manner the skid becomes an integral part of the building. The floor of the building will support 400 pounds per square foot if the building is placed upon a slab type foundation and approximately half that amount if placed on piers. Values are based on normal soil conditions.

Door: The building will be equipped with a 3'0" x 6'8" x 1-3/4" thick, fire rated, polyurethane insulated, 18 gauge, outswinging, steel door with (3) non-corrosive hinges with non-removable hinge pins. The door will be hung on a 16 gauge door frame that will be welded in place and sealed with RTV silicone cement. A magnetic, adjustable, gasket type weather stripping will be used. The door bottom, equipped with an "L" shaped metal strip, interlocks with the gasketed door threshold. The door will be equipped with a Hansen #311, single point, heavy duty safety latch, door drip cap and Norton #1605 hydraulic door closer will be provided.

Electrical installation: The electrical equipment to be provided will consist of a 100A, single phase, 120/240V, 24 position load center with a 100A main circuit breaker and branch circuit breakers to accommodate the equipment installed by Broadcast Buildings with an additional six spare 20 A, one pole spare breakers. The circuits will be assigned per customers request. A surge arrestor, LPC branch, model number 22612 will be furnished and installed. The following receptacles will be provided; one (1) quad 120V, 20A, four(4) 120V, 20A duplex. Two (2) surface mounted, four foot, two tube, 40 watts/tube, fluorescent light fixtures with 120V, 20A light switch. All conduits will be surface mounted EMT type with compression connectors. All wire conductors will be THHN or THWN copper, sized to accommodate equipment loads per the latest edition of National Electric Code. In no instance shall conductors less than #12 be used.

Automatic cooling and venting system: An 8,100 BTU/hr window type air condition with rain canopy and 12", 650 CFM exhaust fan with 12" make-up air intake louver will be provided. Both vent openings will be protected by 1/4 round fiberglass hoods with insect screens and filters. The exhaust louver will be motorized. The air conditioner and separate exhaust fan will be wired to a control box to provide the following sequence of operations to occur:

First stage: Fan with motorized louver is on call up to 80 degrees F (air conditioner is locked out with relay)

Second stage: Air conditioner is on call from 80 degrees F to 95 degrees F (fan is locked out with relay)

Third stage: Fan with motorized louver is on call above 95 degrees F (air conditioner is locked out with relay)

The fan circuit will have a manual override switch which will override all controls and allow fan to operate manually vent smoke from the building. The fan will also be wired to a set of normally closed contacts from the fire suppression system which can be opened to shut down the fan and close the motorized louver to prevent the escape of fire extinguishing gases.

A smoke detector with auxiliary contacts will be provided.

Two, 2" PVC wall feed throughs will be provided for customers wave guides.

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of a Self-Supporting Tower and a Broadcast Building for the Department of Commerce and Consumer Affairs, Hawaii Public Broadcasting Authority (HPBA), shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995, included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

OFFICER-IN-CHARGE

For purposes of this contract, Mr. Stephen Komori, HPBA Chief Engineer, or his designated representative is named Officer-in-Charge. Mr. Komori can be reached at telephone number (808) 973-1175.

OFFEROR'S AUTHORITY TO BID

The State will not participate in determinations regarding an offeror's authority to sell a product. If there is question or doubt regarding an offeror's right or ability to obtain and sell a product, the offeror should resolve that question prior to submitting a offer. If an offeror offers a product that meets specifications and is acceptable and the price submitted is the lowest price bid, the contract will be awarded to that offeror.

OFFEROR QUALIFICATION

To assure the State that the offeror is capable of repairing and servicing the equipment offered herein, offeror must meet the following in addition to the requirements of the Specifications herein.

1. Offeror must be factory authorized to furnish, repair and service the equipment. Proof that bidder meets this requirement shall be furnished upon request.
2. Offeror shall have available parts support for service and repair of equipment specified herein.
3. Offeror shall be able to submit along with the offer, a list of users of similar or identical equipment as specified herein. The State reserves the right to contact the listed users to inquire about the offeror's equipment, equipment performance, and offeror's support services, and to reject the offer of any offeror whose equipment and performance other jobs of this nature has been unsatisfactory.

MULTIPLE OR ALTERNATE OFFERS

An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected.

Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

OFFER PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Price. Bid price shall be based on delivery to destination and shall include all applicable taxes, freight charges, and all other costs incurred. Bid price shall be the all-inclusive cost to the State and no other charges will be honored. Bidder must make an offer on all items to be considered for award.

Offer Guaranty. An offer security deposit is not required for this solicitation. Refer to Section 2.6 of the General Terms and Conditions.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with the offeror's sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. It is recommended that offerors mail the application to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For offeror's information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date.

The tax clearance submitted with the sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

For the purpose of this solicitation, the State Procurement Office will accept a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if offeror is unable to obtain a tax clearance by mail in time to include it with the sealed offer. See attached pink NOTICE for the SPO Form TEMP B. However, prior to award of contract the successful offeror is required to submit the tax clearance.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein.

Hawaii Vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-State Vendors. If an out-of-state vendor does not possess a Hawaii GET license, but has "sufficient presence in Hawaii", then such vendor is advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (HRS), at the current 4% rate, and the use tax imposed by Chapter 238, HRS, at the current 1/2% rate.

To determine whether an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" and therefore subject to the taxes, vendor shall complete and submit with their offer, the attached Tax Equalization Certificate. Failure to complete the certificate may result in rejection of the offer or application of the tax equalization provision.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Brand Name and Model No. Offeror must identify on the Offer Form the exact brand or manufacturer name and product model number, order number or other identifier of the equipment specified herein. Failure to do so or the inclusion of remarks such as "as specified" may be sufficient grounds for rejection of bid. If any of the called for elements or product information are missing from the offer, the State will be unable to determine from the information given whether the product is acceptable or not.

No offeror will be allowed to clarify product identification after bid opening. This is to ensure that all bids are submitted under the same conditions with no opportunity for one offeror to have an advantage over any other offeror after exposure of offers.

Any alteration(s) or modification(s) made to the model(s) offered shall be identified by the offeror. Offeror shall ensure that full product warranty/guarantee shall apply to altered or modified model(s).

Brochures and/or Specifications Literature. The burden of proof as to the quality and suitability of the equipment offered to the specifications stated herein is on the offeror. Accordingly, offeror shall submit brochures and/or specifications literature verifying that the equipment offered conforms to the specifications. If and when requested, offeror shall at his own expense, within seven (7) calendar days from date of State's request, furnish any additional information necessary or relating thereto, and/or exact sample of the equipment being considered for award. The State will be the sole judge as to the comparative quality and suitability of the equipment offered and its decision will be final.

METHOD OF AWARD

Award, if made, shall be to the responsible and responsive offeror submitting the lowest total sum bid. Offeror must submit an offer for both items to be considered for award.

CONTRACT EXECUTION

For contract award over \$10,000, the State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful offeror and returned within ten (10) days after receipt by the vendor as specified in Section 3.3 of the General Terms and Conditions. No performance or payment bond is required.

QUALITY OF EQUIPMENT

Equipment furnished under these specifications shall be new, the best quality of its respective kind. Equipment shall be free from defects which may render it unfit for use. Damaged or rejected items shall be immediately replaced with items of the quality required by these specifications.

Equipment offered shall include any other standard features not listed herein but detailed in manufacturer's brochures or specifications literature and deemed necessary for the proper and safe operation of the equipment.

Failure to replace any rejected items shall not relieve Contractor from the responsibility imposed upon him by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of defective materials.

The State may, at any time by written order, stop any work or delivery of specific products not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

WARRANTY

Equipment furnished shall be fully guaranteed by the Contractor following acceptance of proper operation on parts and labor against defects resulting from the use of defective or inferior materials or from negligent workmanship or against all design and manufacturing defects. Warranty period shall begin from the date equipment is accepted and placed in service. Warranty documents shall be delivered with equipment and shall detail manufacturer's obligation and warranty procedures. Contractor shall replace or repair defective material and/or workmanship at no cost to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.

All of the contractor's or manufacturer's usual warranties shall become a part of the contract, except that the terms and conditions of the contract shall prevail in cases of conflict.

DELIVERY

The Contractor shall deliver the equipment within sixty (60) calendar days from the date on the Notice to Proceed to:

Electronics Hawaii
69 Lanihuli Street
Hilo, HI 96720

Attention: Mr. Ron Shinno
Telephone: (808) 935-3977

Prior to delivery Contractor shall contact Mr. Stephen Komori, HPBA's Chief Engineer at (808) 973-1175 to coordinate delivery arrangements.

DELIVERY EXTENSION

Contractor shall complete delivery within the time specified in the contract. If Contractor fails to deliver within the time specified, liquidated damages in accordance with the LIQUIDATED DAMAGES provision below shall apply. However, Contractor shall not be held responsible for the delay provided he notifies the procurement officer in accordance with General Terms and Conditions Section 6.11 TERMINATION FOR DEFAULT, subsection (D) Excuse for nonperformance or delayed performance, and the reason for the delay is one of the allowable causes for delay as provided for in Section 6.11 (D).

General Terms and Conditions Section 6.11 (D) is amended to include delay due to reason(s) beyond the control of the contractor as a cause for delay for which the contractor shall not be deemed to be in default. The procurement officer shall be the sole judge of whether such delay is truly beyond the control of the contractor and whether the extension will be granted. No such extension, however, shall be deemed a waiver of the right of the State to terminate the contract or to assess liquidated damages for delays not covered by specific authorized extension.

Section 6.11 (D), last sentence, is replaced by the following:

"If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements."

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of FIFTY DOLLARS (\$50.00) for each and every calendar day the Contractor delays in the completion of any item per order of his contract after the required date of said completion.

INVOICING

Invoices, original and three copies, shall be sent to:

Hawaii Public Broadcasting Authority
2350 Dole Street
Honolulu, HI 96822

Attention: Mr. Stephen Komori

The tax clearance submitted with the invoice for final payment requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. Contractor must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

PAYMENT

Section 103-10, HRS, provided that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods, or performance of the services, to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which required payment within a shorter period or interest payment not in conformance with statute.

It is covenanted and agreed by and between the parties hereto that, as to the portion of the obligation under this contract to be payable out of federal funds, this contract shall be construed to be an agreement to pay such portion to the contractor only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay such portion at all events out of any funds other than those which are received from the government.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u> | <u>No</u> | |
|---|------------|-----------|---|
| | (check | only | |
| | one) | | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | _____ | _____ | |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ | |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ | |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____ | * |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____

